

33-8 # 1696

WARRANTY DEED
000214TRANSFER
TAX
PAID

W. MERRITT BUSSIERE and JILL TAYLOR BUSSIERE, of Waterville,
County of Kennebec, State of Maine, for consideration paid, grant
to SARAH A. MARION of Waterville, County of Kennebec, State of
Maine, with warranty covenants, the land in Waterville, County of
Kennebec, State of Maine, bounded and described as follows:

Being Lot 3 according to a Plan of Beverly Hills made for Charles
F. Poulin by Harry E. Green, C.E., dated January 7, 1946,
recorded in Kennebec County Registry of Deeds, in Plan Book 15,
Page 3, to which plan reference is hereby made for a more
particular description of the lot herein conveyed.

The above-described parcel of land is conveyed subject to the
following restrictions lettered from A to I which will be binding
upon the said Grantees and all persons claiming or holding under
or through said Grantees, and said restrictions shall be deemed
as covenants running with the title to said land:

- A. That said land shall be used only for residential purposes
and not more than one residence and the outbuildings thereof,
such as a garage, shall occupy said land or any part thereof, at
any one time, nor shall said lots be subdivided or so sold or
leased in parcels, nor shall any building at any time situate on
said land be used for business or manufacturing purposes;
- B. That no house for more than two families, and that no house
costing less than four thousand five hundred dollars (\$4,500.00)
shall be built upon said lots; and that no building, or extension
to such building, shall be erected or placed on any part of said
land nearer to the street line which said building faces than
twenty-five (25) feet;
- C. That any outbuilding including garages, shall not be erected
nearer to the street line upon which the house constructed or to
be constructed on said lot shall face than the front part of the
main building erected or to be erected on said lot or lots;
- D. That no placards or advertising signs other than such as
relate to the sale or leasing of said lot or lots, shall be
erected or maintained on said lot or lots or any building
thereon;
- E. That no fence or construction of any kind other than a
dwelling shall at any time be erected in any position to
interfere with view from residences on adjoining lots;
- F. That no cows, horses, goats, swine, hens, or dog kennels
shall at any time be kept or maintained on said lot or lots or in
any building thereon;
- G. That if the owner of two or more contiguous lots desires to
improve said lots as one lot, insofar as such contiguous lots are
concerned, the foregoing covenants of restriction shall be
construed as applying to a single lot;
- H. That no house or other building shall be erected or placed
upon said land nearer to the lines of said land than six (6)
feet, and in addition, the following shall be applicable to
buildings erected or placed on Lots 5, 6 and 32:
 - 1. No houses, extensions thereto, outbuildings, including
garages, or other buildings, shall in any case be erected on
lots numbered five (5) and six (6) nearer to the Sidney Road
than twenty-five (25) feet;

2. No houses, extensions thereto, outbuildings, including garages, or other buildings, shall be erected on lot numbered thirty-two (32) nearer to both Franklin Street and Roland Street than twenty-five (25) feet.

The restrictions in this paragraph shall not in any way affect those set forth in paragraphs lettered B and C.

I. Said lots are conveyed with the foregoing restrictions which are conditions of the conveyance affixed to and running with the land, and applicable to all lots hereafter to be sold by the within Grantor on a Plan of Lots known as Beverly Hills, in Waterville, Maine, aforesaid, and for a violation of the terms hereof, or any of them, by the said Grantee herein named, or any person or persons holding or claiming by, under or through the aforesaid Grantee, the right is expressly reserved to the Grantor, his heirs and assigns, or the owner of any lot or lots on said Plan of Lots known as Beverly Hills to proceed at law or in equity to compel compliance with the terms thereof. The Grantor herein shall not be held responsible for the enforcement of the foregoing restrictions.

Being the same premises conveyed by warranty deed of Thomas M. Fulling and Audrey N. Fulling to W. Merritt Bussiere and Jill Taylor Bussiere, dated February 16, 1990, and recorded in Kennebec County Registry of Deeds, Book 3694, Page 177.

WITNESS our hands and seals this 21st day of December, 1992.

W. Merritt Bussiere
W. Merritt Bussiere

Jill Taylor Bussiere
Jill Taylor Bussiere

STATE OF ~~MAINE~~ WISCONSIN
COUNTY OF ~~Kennebec~~

December 21, 1992

Then personally appeared the above-named W. Merritt Bussiere and acknowledged the foregoing instrument to be his free act and deed,
Before me,

James Lamack
Notary Public/Attorney-At-Law
Printed Name: James Lamack 7/4/93



RECEIVED KENNEBEC SS.

1993 JAN -5 AM 9:00

ATTEST: James Burt Mann
REGISTER OF DEEDS